

A regular meeting of Borough Council was held at 7:30 PM, Monday, October 15, 2012. Mayor Frank North presided. Pledge of Allegiance and Silent Prayer were observed. Announcement was made that the meeting had been advertised in accordance with the regulations prescribed by the "Open Public Meetings Act".

**ROLL CALL:**

Council Present: Fields, Volkert, Grasso, Brennan and Madden, Clerk Brouse, Attorney Higgins and CFO Moules were present.

**PROCLAMATION-Cherry Valley Railroad**-Mayor read proclamation for Cherry Valley Railroad

**PUBLIC HEARING**

**Bill Walker, 23 W Cedar**-Who would be the contact for questions on ordinance 12-12? Speak to Tim and Pat. Nothing but positive things to say about the public works manager and agree with Mr. Volkert that this is a good choice for the Borough. New or different things for Community Center Seniors. Reminder in Observer to go to Borough Hall before doing major renovations to properties. Additional Ordinance for fees? Yes, for the Community Center clean up.

Blue Monkey Letter

**ENGINEER'S REPORT**-provided a written report

**APPROVAL OF MINUTES**- On a motion of Mrs. Madden and second of Mr. Brennan, Council approved the caucus meeting minutes for 8-13-12 (Mr. Volkert abstained) and 9-10-12 (Mrs. Fields abstained) and the regular meeting minutes for 9-10-12. (Mrs. Fields abstained).

**CORRESPONDENCE****COUNCIL REPORTS**

**Mrs. Fields**-Community Center report attached-Mr. Grasso and Mrs. Fields will meet with Dawn this week. Where are we with the Community Center walkway? Planning board application was not approved. Chris Mecca will replace Bill Joseph until the end of the year. We are making movement on abandon properties, foreclosures are up 400% in New Jersey. Council should make sure that departments are checking their budgets. License Report attached.

**Mr. Volkert**- Mr. Adair completed and passed the CDL test and a recommendation to hire him as permanent position is on the agenda. Leaf procedure will go out in the mail. We received seven applications for the Public Works position and will interview. Three loads of electronics were recycled. Purchased 125 new recycle buckets. The Business Association will meet at Borough Hall, October 24<sup>th</sup> 7:00. Attended a seminar that Pennsauken received an award. Cherry Hill helped with a sewer issue.

**Mr. Grasso**-Six fire calls in the Borough for a total of 139 calls for year. Trying to begin to stagger fire department purchases over several years rather than all at once. Public Events-yard sale was successful with 55 participants, Safe Halloween signs, bags and curfew notice are ready to go out. The Parade and tree lighting will be on November 30<sup>th</sup> this year. Breakfast with Santa will be on December 15<sup>th</sup>. Letters and guidelines for the parade are ready to go out.

**Mr. Brennan**-Court \$14,880, 360 added, 472 disposed, up from last year by almost two months. Police had busy month-apprehended two youths in Pennsauken for robberies that have taken place in Merchantville, Pennsauken and Cherry Hill. Congratulations to Brian Callaway who was married this weekend. The Camden Catholic run organizer stated that Merchantville Police did a great job.

**Mrs. Madden-HPC** had no applications and no board of health meeting. The West End meeting will be at 1:00PM on Thursday. Visited 606 W Maple and very impressed with the progress. The Eagle Scout project is moving forward. Can we contain the dumpster and use 70 gallon buckets to make the area look better? Do we have design standards for commercial properties? We should have it on our site.

Mrs. Moules-Financial-working on 606 W Maple and will have it soon.

**Clerk's Report**-Car show is October 20<sup>th</sup>, Haunted House is October 19<sup>th</sup> & 20<sup>th</sup>, Christmas Parade and Tree Lighting is November 30<sup>th</sup> there is a change of Polling Place to Community Center, 212 Somerset Avenue. A Mayors letter will be going out in the next week with this information.

## **OLD BUSINESS**

## **NEW BUSINESS**

**Ordinances for introduction and first reading: ORDINANCE 12-12 Amend Chapter 66:** On a Motion of Mrs. Fields and second of Mr. Brennan, the following Ordinance was introduced:

### **12-12**

#### **ORDINANCE OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY AMENDING CHAPTER 66, RENTAL PROPERTIES, IN THE CODE OF THE BOROUGH OF MERCHANTVILLE**

**BE IT ORDAINED** by the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey that Chapter 66, Rental Properties, is hereby added to the Code of the Borough of Merchantville, as follows:

#### **Article I.**

Registration and Licensing; Inspections; Property and Occupancy Standards

ARTICLE I. ARTICLE I. SECTION 66-1. Definitions.

Unless the context clearly indicates a different meaning, the following words or phrases, when used in this chapter, shall have the following meaning:

**AGENT** - The individual or individuals designated by the owner as the person(s) authorized by the owner to perform any duty imposed upon the owner by this chapter. The term does not necessarily mean a licensed real estate broker or salesman of the State of New Jersey, as those terms are defined by N.J.S.A. 45:15-3; however, such term may include a licensed real estate broker or salesman of the State of New Jersey if such person designated by the owner as his agent is so licensed.

**APARTMENT or DWELLING** - Any apartment, cottage, bungalow, any room or rooms in a rooming/boarding house or other dwelling unit consisting of one or more rooms occupying all or part of a floor or floors in a building, whether designed with or without housekeeping facilities for dwelling purposes and notwithstanding whether the apartment be designed for residence, for office or the operation of any industry or business or for any other type of independent use.

**DWELLING UNIT** - Any room or rooms or suite or apartment, including room or rooms in a rooming/boarding house, whether furnished or unfurnished, which is occupied or intended, arranged or designed to be occupied for sleeping or dwelling purposes by one or more persons, including but not limited to the owner thereof or any of his servants, agents or employees, and shall include all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with use or occupancy thereof.

**LICENSE** - The license issued by the Borough Clerk or designee attesting that the rental unit has been properly registered in accordance with this chapter.

**LICENSEE** - The person to whom the license is issued pursuant to this chapter. The term "licensee" includes within its definition the term "agent," where applicable.

**OWNER** - Any person or group of persons, firm, corporation or officer thereof, partnership, association or trust that owns, operates, exercises control over or is in charge of a rental facility.

**PERSON** - An individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

**RENTAL FACILITY** - Every building, group of buildings or portion thereof consisting of up to one or more units which is kept, used, maintained, advertised or held out to be a place where residential or commercial accommodations, whether furnished or unfurnished, are supplied for pay or other consideration, to one or more persons.

**RENTAL UNIT** - A unit which is available, whether residential or commercial, for lease or rental purposes. A rental unit shall not include that portion of a rental facility occupied by the owner. A garage or garages, in any zone, used by a person or entity who is not the owner of the property in which the garage is, or garages are, situate, shall be considered a rental unit under this definition.

**ARTICLE II.**                      **ARTICLE I.**                      **SECTION 66-2.** Registration.

All rental units within a rental facility hereinabove defined shall be registered with the Borough Clerk or designee of the Borough of Merchantville, or such other person as designated by the Mayor and Borough Council, on forms which shall be provided for that purpose and which shall be obtained from the Borough Clerk or designee. Such registration shall occur as provided hereinafter.

**ARTICLE III.**    **ARTICLE I.**                      **SECTION 66-3.** Registration and licensing; term; initial registration provisions.

Each rental unit within a rental facility hereinabove described shall be registered for a period of one year or with each change of occupancy, whichever shall occur first. Any license which has been granted prior to the adoption of the revisions to this chapter shall not be affected, but the rental facility must nevertheless be registered, inspected and licensed in accordance with this chapter. No rental facility, or portion thereof, shall hereafter be rented unless the rental facility and units therein are registered and licensed in accordance with this chapter.

**ARTICLE IV.**    **ARTICLE I.**                      **SECTION 66-4.** Registration forms; filing; contents.

Without in any way intending to infringe upon the requirements of N.J.S.A. 46:8-28, all rental facilities shall be registered and licensed as provided herein. Every owner shall file with the Borough Clerk or designee of the Borough of Merchantville, or such other person as designated by the Mayor and Borough Council, a registration form for each unit contained within a building or structure, which shall include the following information:

The name and address of the record owner or owners of the premises and the record owner or owners of the rental business, if not the same persons. In the case of a partnership, the name and addresses of all general partners shall be provided, together with the telephone numbers for each of such individuals, where such individual may be reached both during the day and evening hours.

If the address of any record owner is not located in Merchantville or in Camden County, the name and address of a person who resides in Camden County and who is authorized to accept notices from a tenant and to issue receipts therefore and to accept service of process on behalf of the record owner.

The name and address of the agent of the premises, if any. The name and address, including the dwelling unit number of the superintendent, janitor, custodian or other individual employed by the owner or agent to provide regular maintenance service, if any. The name, address and telephone number of an individual representative of the owner or agent or the owner, if domiciled in Camden County, who may be reached or contacted at any time in the event of an emergency affecting the rental facility or any unit of dwelling space therein, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the rental facility and any repair thereto or expenditure in connection therewith. The name and address of every holder of a recorded mortgage on the premises.

If fuel oil is used to heat the building and the landlord furnishes the heat in the building, the name and address of the fuel oil dealer servicing the building and the grade of fuel oil used.

As to each rental unit, a specification of the exact number of sleeping rooms contained in the rental unit. In order to satisfy the requirement of this provision, an owner shall submit a floor plan, which shall become part of the application and which shall be attached to the registration form when filed by the Borough Clerk or designee. Such other information as may be prescribed by the Borough of Merchantville.

**ARTICLE V.**                      **ARTICLE I.**                      **SECTION 66-5.** Registration form; indexing and filing; public inspection; fee.

The Borough Clerk or designee shall index and file the registration forms. In doing so, the Borough Clerk or designee shall follow the mandates of N.J.S.A. 46:8-28.1, as amended and supplemented, so that the filing of the registration form will simultaneously satisfy the registration requirements of N.J.S.A. 46:8-28 to the extent that it applies to the property being registered and will also satisfy the registration requirements of this chapter. The owners shall post the certificate of inspection or license.

**ARTICLE VI. ARTICLE I.****SECTION 66-6. Registration form;**

amendments; filing.

Every person required to file a registration form pursuant to this chapter shall file an amended registration form within 20 days after any change in the information required to be included thereon. No fee shall be required for the filing of an amendment except where the ownership of the premises is changed.

**ARTICLE VII. ARTICLE I.****SECTION 66-7. Periodic inspections.**

Each rental unit within the rental facility shall be inspected at least once every thirty six (36) months. Such inspections shall be performed by such person, persons or agency duly authorized and appointed by the Borough of Merchantville, and inspections made by persons or an agency other than the duly authorized and appointed person, persons or agency of the Borough of Merchantville shall not be used as a valid substitute.

Such inspection shall be for the purpose of determining zoning ordinance compliance and, to the extent applicable, to determine if the property complies with the Property Maintenance Code, Uniform Construction Code, BOCA Maintenance Code, Housing Code and/or Uniform Fire Safety Act.

Unsatisfactory inspection. In the event that the inspection(s) of a rental unit within the rental facility are deemed unsatisfactory, such property shall not thereafter be registered, nor shall a license issue, and the owner of the property or his agent shall not lease or rent such property, nor shall any tenant occupy the property, until the necessary corrections have been made, so as to bring the property and rental unit into compliance with the applicable code, and the property is thereafter subsequently inspected, registered and licensed. In the event that the property is occupied when such conditions are discovered, all such corrections shall be made within 30 days, and, if not made within that time period, the owner shall be deemed in violation of this chapter, and, every day that the violation continues shall constitute a separate and distinct violation, subject to the penalty provisions of Section 66-18 of this chapter. The owner, however, shall be permitted to apply for an extension of time to make repairs or corrections so as to comply with this chapter, for good cause shown.

**ARTICLE VIII. ARTICLE I.****SECTION 66-8. Access to the premises for**

inspections and/or repairs.

The inspection officers are hereby authorized to make inspections to determine the condition of rental facilities, rental units and rooming/boarding houses in order that they may promote the purposes of this chapter to safeguard the health, safety and welfare of the occupants of rental facilities, rental units and rooming/boarding houses and of the general public. For the purposes of making such inspections, the inspecting officers are hereby authorized to enter, examine and survey rental facilities, rental units and rooming/boarding houses at all reasonable times. The owner or occupant of every rental facility, rental unit and rooming/boarding house shall give the inspecting officer free access to the rental facility, rental unit and rooming/boarding house at all reasonable times to promote the purposes of this chapter.

Every occupant shall give the owner of the rental facility, rental unit and rooming/boarding house access to any part of such rental facility, rental unit and rooming/boarding house at all reasonable times for the purpose of making such repairs or alterations, as are necessary, to effect compliance with the provisions of this chapter or any lawful order issued pursuant thereto.

Complaints. Within 10 days of receipt of a complaint alleging a reported violation of this chapter, an inspecting officer shall conduct an inspection as hereinbefore provided.

**ARTICLE IX. ARTICLE I.****SECTION 66-9. Prohibitions on occupancy.**

No person shall hereafter occupy any rental unit, nor shall the owner permit occupancy of any rental unit within the Borough of Merchantville, which is not registered and licensed in accordance with this chapter.

**ARTICLE X.****ARTICLE I.****SECTION 66-10.****License.**

Upon the filing of a completed registration form, payment of the prescribed fee and a satisfactory inspection, the owner shall be entitled to the issuance of a license commencing on the date of issuance, valid for a period of one year. As hereinbefore stated, should a change of occupancy occur within the registration period, the license shall be void and, upon the filing of a completed registration form, payment of the prescribed fee and a satisfactory inspection, the owner shall be entitled to the issuance of a new license commencing on the date of issuance, valid for a period of one year.

A registration form shall be required for each rental unit, and license shall issue to the owner for each rental unit, even if more than one rental unit is contained in the property.

**ARTICLE XI. ARTICLE I.****SECTION 66-11.****Fees.**

At the time of the filing of the registration form and prior to the issuance of a license, the owner or agent of the owner must pay a fee in accordance with the following: A registration fee of Fifty Dollars (\$50.00) per rental unit.

If the owner of the property is a senior citizen who resides in a unit of the rental facility and rents out the remaining unit(s), and would otherwise qualify under the State of New Jersey property tax deduction under N.J.S.A. 54:4-8.4 1, there shall be no fee.

An inspection fee of Fifty Dollars (\$50.00) per rental unit shall be charged pursuant to property registrations required under this article. Fees for the re-inspection of rental units shall be charged pursuant to property inspections performed under this article as follows:

For the first re-inspection, there shall be no fee.

For the second re-inspection, there shall be a fee of Twenty Dollars (\$20.00).

For the third and each subsequent re-inspection, there shall be a fee of Thirty Dollars (\$30.00).

If any fee is not paid within 30 days of its due date, a late fee surcharge of Twenty Dollars (\$20.00) shall be assessed in addition any fees outstanding.

**ARTICLE XII. ARTICLE I. SECTION 66-12. Providing registration form to occupants and tenants.**

Every owner shall provide each occupant or tenant occupying a rental unit with a copy of the registration form required by this chapter. This particular provision shall not apply to any hotel, motel or guest house registered with the State of New Jersey pursuant to the Hotel and Multiple Dwelling Act, as defined in N.J.S.A. 55:13A-3. This provision may be complied with by posting a copy of the registration certificate in a conspicuous place within the rental unit(s).

**ARTICLE XIII. ARTICLE I. SECTION 66-13. Maximum number of occupants; posting.**

The maximum number of occupants shall be posted in each rental unit. It shall be unlawful for any person, including the owner, agent, tenant or registered tenant, to allow a greater number of persons than the posted maximum number of occupants to sleep in or occupy overnight the rental unit for a period exceeding 29 days. Any person violating this provision shall be subject to the penalty provisions of Section 66-18 of this chapter.

Only those occupants whose names are on file with the Borough of Merchantville, as required in this chapter, may reside in the licensed premises. It shall be unlawful for any other person to reside in said premises, and any owner, agent, tenant or registered tenant allowing a nonregistered party to reside in said premises shall be in violation of this section and shall be subject to the penalty provisions of Section 66-18 of this chapter.

**ARTICLE XIV. ARTICLE I. SECTION 66-14. Taxes and other municipal charges; precondition of payment for registration and license.**

No rental unit may be registered and no license shall issue for any property containing a rental unit unless all municipal taxes and any other municipal assessments of the property have been paid by the owner of the property and are current on the date of the application.

**ARTICLE XV. ARTICLE I. SECTION 66-15. Other rental unit standards.**

All dwelling units shall be maintained in accordance with the Uniform Construction Code and the BOCA National Property Maintenance Code.

**ARTICLE XVI. ARTICLE I. SECTION 66-16. Occupant(s) standards.**

Occupants. Only those occupants whose names are on file with the Borough Clerk, as provided in this chapter, may reside in the licensed premises. It shall be unlawful for any other person to reside in said premises, and this provision may be enforced against the landlord, tenant or other person residing in said premises.

Nuisance prohibited. No rental facility shall be conducted in a manner which shall result in any unreasonable disturbance or disruption to the surrounding properties and property owner or of the public in general such that it shall constitute a nuisance, as defined in the ordinance of the Borough of Merchantville.

Compliance with other laws. The maintenance of all rental facilities and the conduct engaged in upon the premises by occupants and their guests shall at all times be in full compliance with all applicable ordinances and regulations of the Borough of Merchantville and with all applicable state and federal laws.

Penalties. Any landlord, tenant or other person violating the provisions of this section shall be subject to the penalty provisions of Section 66-18 of this chapter.

**ARTICLE XVII. ARTICLE I. SECTION 66-17. Revocation of license; procedure.**

A. Grounds. In addition to any other penalty prescribed herein, an owner may be subject to the revocation or suspension of the license issued hereunder upon the happening of one or more of the following:

(1) Conviction of a violation of this chapter in the Municipal Court or any other court of competent jurisdiction.

- (2) Determination of a violation of this chapter at a hearing held pursuant to Subsection B herein.
- (3) Continuously renting the unit or units to a tenant or tenants who are convicted of a violation of the Noise Ordinance of the Borough. Editor's Note: See Ch. 96, Peace and Good Order.
- (4) Continuously permitting the rental unit to be occupied by more than the maximum number of occupants as defined in this chapter.
- (5) Maintaining the rental unit or units or the property in which the rental unit is a part in a dangerous condition likely to result in injury to the person or property.

**B. Procedure; written complaint; notice; hearing.**

(1) A complaint seeking the revocation or suspension of a license may be filed by any one or more of the following: Director of the Office of Code Enforcement, Chief of Police, Construction Code Official, Code Enforcement Officer, Fire Inspector or any other persons or officers authorized to file such complaint. Such complaint shall be in writing and filed with the Borough Clerk or designee. The complaint shall be specific and shall be sufficient to apprise the licensee of the charges so as to permit the licensee to present a defense. The individual(s) filing the complaint may do so on the basis of information and belief and need not rely on personal information.

(2) Upon the filing of such written complaint, the Borough Clerk or designee shall immediately inform the Mayor and Borough Council, and a date for a hearing shall be scheduled, which shall not be sooner than 15 nor more than 30 days thereafter. The Borough Clerk or designee shall forward a copy of the complaint and a notice as to the date of the hearing to the licensee and the agent, if any, at the address indicated on the registration form. Service upon the agent shall be sufficient.

(3) The hearing required by this section shall be held before the Mayor and Borough Council unless, in its discretion, the Mayor and Borough Council determines that the matter should be heard by a hearing officer, who shall be appointed by the Mayor and Borough Council. If the matter is referred to a hearing officer, such officer shall transmit his findings of fact and conclusions of law to the Mayor and Borough Council within 30 days of the conclusion of the hearing. The Mayor and Borough Council shall then review the matter and may accept, reject or modify the recommendations of the hearing officer based on the record before such hearing officer. In the event that the matter is not referred to a hearing officer and is heard by Mayor and Borough Council, then the Mayor and Borough Council shall render a decision within 30 days of the conclusion of the hearing. Following the hearing, a decision shall be rendered dismissing the complaint, revoking or suspending the license or determining that the license shall not be renewed or reissued for one or more subsequent license years.

(4) A stenographic transcript shall be made of the hearing. All witnesses shall be sworn prior to testifying. The strict rules of evidence shall not apply, and the evidential rules and burden of proof shall be that which generally controls administrative hearings.

(5) The Borough Solicitor or his designee shall appear and prosecute on behalf of the complainant in all hearings conducted pursuant to this section.

**C. Defenses.** It shall be a defense to any proceeding for the revocation, suspension or other disciplinary action involving a rental license by demonstrating that the owner has taken appropriate action and has made a good faith effort to abate the conditions or circumstances giving rise to the revocation proceeding, including but not limited to the institution of legal action against the tenant(s), occupant(s) or guests for recovery of the premises, eviction of the tenant(s) or otherwise.

**ARTICLE XVIII. ARTICLE I. SECTION 66-18. Violations and penalties.**

Any person, firm or corporation who or which shall violate any of the provisions of this Chapter shall, upon conviction thereof, be liable for the fines and penalties as set forth in Section 1-14 of the Code of the Borough of Merchantville.

The continuation of such violation for each successive day shall constitute a separate offense, and the person, firm or corporation allowing a continuation of the violation may be punished, as provided above, for each as a separate offense.

**Article II.**

**Vacancies**

**ARTICLE XIX. ARTICLE II. SECTION 66-19. Applicability; exemptions.**

**A.** The owners of any dwelling units or commercial units, other than those exempted below, shall be subject to the provisions of this article.

**B.** The following are exempt from the provisions of Section 66-20A of this article:

- (1) Units in owner-occupied buildings where there are four units or less and one of these units is owner-occupied.

(2) Units in newly constructed buildings which are being rented for the first time. After the first rental, such units will be subject to the provisions of this article.

(3) Units in a building whose owner has transmitted his first sixty-day notice of his intentions to convert the building into a condominium or cooperative and his full plan of conversion to the Borough Clerk pursuant to N.J.S.A. 2A:18-61.8.

C. The following are exempt from the provisions of Section 66-20B of this article:

(1) Any unoccupied property that is under agreement of sale. This exemption shall be limited to the first three months after a property becomes unoccupied. Thereafter all provisions of this article are applicable, and all time requirements are considered to be extended by said three-month period.

(2) Any unoccupied property that is listed for sale by a realtor or by the owner. This exemption shall be limited to the first three months after a property becomes unoccupied. Thereafter all provisions of this article are applicable, and all time requirements are considered to be extended by said three-month period.

**ARTICLE XX.** ARTICLE II. SECTION 66-20. Time limit for filling vacancies; exception.

A. All such units that have been rental units shall be rented and occupied by a new tenant within two months after the end of the preceding tenancy, which shall be defined as the last day of residence by the preceding tenant or tenants, except where this requirement has been waived by the Planning Board under the provisions of Section 66-23 below, in which event the unit shall be rented and occupied within the time period specified in the waiver.

B. All such units that have not been rented, but become vacant for any reason, shall be occupied within two months after the property becomes vacant, except where this requirement has been waived by the Planning Board under the provisions of Section 66-23 below, in which event the unit shall be occupied within the time period specified in the waiver.

**ARTICLE XXI.** ARTICLE II. SECTION 66-21. Notification of vacancy.

A. The owner of any rental unit which is still vacant 30 days after the end of the preceding tenancy shall notify the Zoning Officer within five days, in writing, of said continuing vacancy.

(1) "Vacancy," as it applies to a dwelling unit, is defined as:

- (a) Being unoccupied by any person or persons for more than 20 days out of a month; or
- (b) Receiving no electricity, gas or fuel heat; or
- (c) Appearing to manifest no evidence of occupancy by a person or persons, such as by lack of furniture, lack of food or clothing, lack of mail delivery or by being boarded up.

(2) "Vacancy," as it applies to a commercial unit, is defined as:

- (a) Lacking a main entrance open to the general public for business; or
- (b) Being closed to the general public for business for more than 18 out of 24 hours per day for more than three out of seven days per week for a period of three or more weeks.

B. Said notification shall include the following:

- (1) The address of the unit and its location within the building;
- (2) The rent charged the preceding tenant and rent to be charged the proximate incoming tenant;
- (3) The name, address and telephone number of the owner;
- (4) The name, address and telephone number of the owner's agent and/or resident manager, if any.

C. No notification shall be required with respect to any unit rented and occupied within 30 days or less from the end of the preceding tenancy.

D. The owner or other representative of any unit that has not been previously rented and which is vacant for more than 30 days shall notify the Zoning Officer within five days, in writing, of such vacancy. Such notification shall include the name, address and telephone number of the owner and any other relevant information, such as identification of an attorney, estate or relatives with knowledge of the status of ownership.

**ARTICLE XXII.** ARTICLE II. SECTION 66-22. Notification of occupancy.

A. Within 30 days after submission of the report required under Section 66-21 above, the landlord (in those cases involving rental units) shall notify the Zoning Officer that the unit has been rented and occupied, with the name or names of the new tenant or tenants and the terms of the tenancy. Failure to have the unit rented and occupied within 60 days after the end of the preceding tenancy, except where a waiver has been granted by the Planning Board, shall be considered a violation of this article and shall be subject to the penalties set forth in Section 1-14 of the Code.

B. Within 30 days after submission of the report required under Section 66-21 above, the owner (in those cases involving rental units) shall notify the Zoning Officer that the unit has been occupied, with the name or names of the new occupant or occupants. Failure to have the unit occupied within 60 days from the

time that the unit became vacant, except where a waiver has been granted by the Planning Board, shall be considered a violation of this article and shall be subject to the penalties set forth in Section 1-14 of the Code.

**ARTICLE XXIII.                      ARTICLE II.                      SECTION 66-23.                      Waivers of requirements.**

A. A landlord may seek a waiver of the requirement to rent the unit within 60 days of the end of the preceding tenancy where the condition of the unit or other special circumstances make rental within such time period impossible. In order to obtain a waiver, the landlord must submit a request, in writing, to the Planning Board within 30 days or less from the end of the preceding tenancy, setting forth with specificity:

- (1) The reasons that the unit cannot be rented within such time period.
- (2) The steps that the landlord shall take to remedy the conditions that make it impossible to rent the unit.
- (3) The date by which the unit shall be rented and occupied.

B. Full documentation, such as code violation reports, engineering or inspection reports, etc., shall be provided by the landlord.

C. Any waiver granted by the Board under this section shall specify a date by which the unit shall be rented and occupied. The Board may extend that date, upon written request of the landlord, but may not provide more than two such extensions of not more than 60 days each.

D. In no circumstance shall any waiver, including extensions, exceed six months from the time of the granting of such waiver.

E. The following circumstances shall constitute grounds for the granting of a waiver by the Planning Board:

- (1) An owner wishes to maintain a vacant unit in order to reserve said unit for a family member. The owner shall provide in the waiver request full documentation, such as the name of the future tenant and the date of occupancy.
- (2) An owner wishes to maintain a vacant unit in order to improve the conditions of said unit. The owner shall provide full documentation in the waiver request, such as up-to-date building and housing inspection reports, improvement plans, all related permits and the date by which the unit shall be rented and occupied.
- (3) An owner maintains a vacant unit in order to correct code violations in said unit. The owner shall provide in the waiver request full documentation, such as code violation reports, correction plans, permits and the date by which the unit shall be rented and occupied.

F. In the case of properties that have not been previously rented, an owner may seek a waiver of the requirement to have the unit occupied within 60 days from the time that it became vacant where the condition of the unit or other special circumstances make occupancy within such time period impossible. In order to obtain a waiver, the owner must submit a request, in writing, to the Planning Board within 30 days or less from the time that the unit became vacant, setting forth with specificity:

- (1) The reasons that the unit cannot be occupied within such time period.
- (2) The steps that the owner shall take to remedy the conditions that make it impossible to occupy the unit.
- (3) The date by which the unit shall be occupied.

G. To the extent applicable, the provisions of Subsections B, C, D and E above shall be applied to properties that have not been rented.

**ARTICLE XXIV.                      ARTICLE II.                      SECTION 66-24. Filing of complaints.**

Any individual affected by the action or inaction of an owner of a dwelling unit or commercial unit subject to the provisions of this article, and any civic organization and any appropriate municipal agency, may file a complaint of violation of this article with the Merchantville Municipal Court.

**ARTICLE XXV.                      ARTICLE II.                      SECTION 66-25.                      Vacancies upon effective date of regulations.**

Any landlord of any unit which has been vacant 30 days or more from the end of the preceding tenancy, as of the effective date of this article, shall be required to file the notification required under Section 66-21 of this article within 15 days of the effective date of this article.

**ARTICLE XXVI.**

All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

**ARTICLE XXVII.**

This Ordinance shall take effect upon passage and publication according to law.



**Ordinances for introduction and first reading: ORDINANCE 12-13 Amend Chapter 25** :On a Motion of Mrs. Fields and second of Mr. Grasso, the following Ordinance was introduced:

**12-13**

**ORDINANCE OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND  
STATE OF NEW JERSEY AMENDING CHAPTER 25, FEES, IN THE CODE OF THE  
BOROUGH OF MERCHANTVILLE**

**BE IT ORDAINED** by the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey, that Article II of Chapter 25, Fees for Public Records, in the Code of the Borough of Merchantville is hereby amended as follows:

**ARTICLE I.** SECTION 25-7 Fee Schedule.

The following schedule of fees is hereby added to the fees so listed in Section 7 of Article II. of Chapter 25 of the Code of the Borough of Merchantville, as follows:

Community Center fees

There will be a \$60.00 clean up fee for all rentals

There will no longer be a Funeral Flat Rate

**ARTICLE II.**

All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

**ARTICLE III.**

This Ordinance shall take effect upon its passage and publication according to law.

Resolutions to be read by consent agenda: On a motion of Mr. Brennan and second of Mr. Volkert, Council approved the following resolutions by consent agenda:

**R12-113**

**RESOLUTION AWARDING BID FOR SOLID WASTE DISPOSAL SERVICES AND  
AUTHORIZING THE EXECUTION OF CONTRACT  
FOR THE BOROUGH OF MERCHANTVILLE**

**WHEREAS**, the County of Camden, as the Lead Agency for the Camden County Cooperative Pricing System, System Identifier # 57-CCCPS (Cooperative), received and opened bids at its Division of Purchasing on August 2, 2012 at 11:00 A.M., Prevailing Time, for Bid A-25 for Disposal of Solid Waste for Camden County, various Camden County Agencies and various Camden County Municipalities under the Camden County Cooperative Pricing System, System Identifier # 57-CCCPS, the receipt of which bids were duly advertised in accordance with law; and

**WHEREAS**, four bids were received;

Camden County Energy Recovery Associates, LLC

BFI Transfer Systems of Pa.

Covanta 4Recovery

Republic Services of NJ, LLC; and

**WHEREAS**, the Board of Chosen Freeholders awarded a contract to the lowest responsible bidder, Camden County Energy Recovery Associates, LP, 600 Morgan Boulevard, Camden, NJ 08104 for (Option 1) as listed on the schedule attached hereto for the services required for the needs of the County of Camden and other Cooperative Purchasing Members; and

**WHEREAS** the term of agreement shall commence on or about January 1, 2013 through December 31, 2014 (Year 2 and Year 3 as indicated in the bid specifications) with the pricing as indicated on the schedule below, with a single one-year option to renew at the sole discretion of the County; and

**WHEREAS**, Camden County Energy Recovery Associates, LP has extended pricing to both Camden County and to the members of the Camden County Cooperative Pricing System as set forth in the bid specifications; and

**WHEREAS**, the Borough Merchantville is a participant in the Camden County Cooperative Pricing System and this bid; and

**WHEREAS**, it has been determined that bid option #1 for Disposal Services of approximately Tons Annually" provides for the best benefit to the Borough of Merchantville and

**WHEREAS**, the bids have been evaluated by the Borough Engineer and Purchasing Agent, and the recommendation is made as herein after provided to the lowest responsible bidder to comply with the uniform bid specifications, Camden County Energy Recovery Associates, LP; and

**WHEREAS**, bid option #1 provides for the cost of \$61.00 per ton for the period of January 1, 2013 through December 31, 2013; and the cost of \$63.00 per ton for the period of January 1, 2014 through December 31, 2014; and

**WHEREAS**, the Borough of Merchantville will participate in any subsequent extension years as provided in the bid specifications; and

**WHEREAS**, upon adoption, a copy of this approving Resolution shall be transmitted to Camden County Energy Recovery Associates, LP in order to effectuate formal notice of Borough of Merchantville intention to exercise its option for the initial term of this bid; and

**WHEREAS**, the Borough of Merchantville CFO will certify that sufficient, available and legally appropriated funds for this expenditure are available.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Merchantville in the County of Camden as follows:

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Bid and Contract for Solid Waste Disposal is hereby awarded, subject to the necessary funds being appropriated by the governing body for all fiscal years to Camden County Energy Recovery Associates, LP, for a term of twenty-four months, commencing on or about January 1, 2013 and terminating on December 31, 2014, for the disposal prices as indicated herein.
3. The Borough of Merchantville in the County of Camden, does hereby authorize the proper officials to execute and award a contract to Camden County Energy Recovery Associates, LP for the term stated herein, in a form to be approved by the Solicitor of the Borough of Merchantville
4. This contract is awarded subject to the State Treasurer approving the Affirmative Action of the successful bidder.
5. A copy of this Resolution shall be forwarded to Camden County Energy Recovery Associates, LP at: 600 Morgan Boulevard, Camden, New Jersey 08104, and Perryville Corporate Park, Clinton, New Jersey 08809-4000.

**OPTION 1 – ENTIRE CAMDEN COUNTY COOPERATIVE PRICING GROUP**

VENDOR	YEAR 1	YEAR 2	YEAR 3	YEAR 4	(PER TON PRICING)
Camden County Energy Recovery Associates, LLC	\$59.00	\$61.00	\$63.00	\$76.00	
*BFI Transfer Systems of Pa.	\$63.00	\$63.00	\$64.74	\$66.53	
*Covanta 4Recovery	\$63.00	\$64.16	\$65.34	\$66.55	
Republic Services of NJ, LLC	No Bid	No Bid	No Bid	No Bid	

**R12-114**

**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,  
COUNTY OF CAMDEN AND STATE OF NEW JERSEY  
APPOINTING CHRISTOPHER MECCA AS BUILDING  
INSPECTOR OF THE BOROUGH OF MERCHANTVILLE**

**WHEREAS** a building inspector is required within the Borough of Merchantville; and

**WHEREAS**, the current building inspector has informed Mayor and Council of his retirement as of October 11, 2012; and

**WHEREAS**, Mayor and Council desire to hire Christopher Mecca as the Building Inspector, to complete all required functions of this position for the remaining portion of the 2012 year;  
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Merchantville that Christopher Mecca be and is hereby appointed to the position of Building Inspector for the Borough of Merchantville, for the remaining portion of the year commencing October 15, 2012 and concluding on December 31, 2012.

**R12-115**

**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF  
 CAMDEN AND STATE OF NEW JERSEY APPROVING CHANGE ORDER  
 #3 FOR SEWER LINING PROJECT**

**WHEREAS**, it was necessary to make changes in the scope of work to be done in completing the slip lining project in the Borough of Merchantville, Camden County, New Jersey;

**WHEREAS**, a change Order was developed to itemize and authorize those changes.

**WHEREAS**, certification has been received by the Certified Finance Officer that sufficient funds have been allocated for this Change Order;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Merchantville that the following Change Order is hereby authorized and approval is hereby granted to revise the contract amount from \$1,639,373.50 to \$1,757,333.50 (increase of \$117,960.00).

**R12-116**

**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,  
 COUNTY OF CAMDEN AND STATE OF NEW JERSEY  
 APPOINTING ROY ADAIR AS THE PUBLIC WORKS MANAGER OF THE BOROUGH OF  
 MERCHANTVILLE**

**WHEREAS** the Mayor and Council of the Borough of Merchantville hired Roy Adair as the Temporary Manager of Public Works with a 90 day review period; and

**WHEREAS**, the 90 day review period has ended and an evaluation has been completed satisfactory to Mayor and Council; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Merchantville that Roy Adair be and is hereby appointed to the position of Public Works Manager for the Borough of Merchantville, for the remaining portion of the year commencing October 15, 2012 and concluding on December 31, 2012 and will receive all benefits that he is entitled to receive.

**BOROUGH OF MERCHANTVILLE, NEW JERSEY**

**R12-117**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF MERCHANTVILLE,  
 COUNTY OF CAMDEN, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO  
 \$105,600 OF SPECIAL EMERGENCY NOTES OF THE BOROUGH OF MERCHANTVILLE;  
 MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON  
 SAID NOTES FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER  
 ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR  
 APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE NOTES**

**BACKGROUND**

**WHEREAS**, the Local Budget Law, Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law") authorizes, inter alia, municipalities to adopt ordinances authorizing special emergency appropriations for a complete program of revaluation of real property in the Borough; and

**WHEREAS**, the Borough Council ("Council") of the Borough of Merchantville, County of Camden, New Jersey ("Borough"), has duly and finally adopted ordinance 11-08 ("Ordinance") appropriating the sum of \$132,000 to pay the costs associated with the program of revaluation of real property in the Borough ("Project"); and

**WHEREAS**, Section 55 of the Local Budget Law, N.J.S.A. 40A:2-55, authorizes the Borough to issue special emergency notes to finance the costs of the Project; and

**WHEREAS**, the Borough has heretofore issued its special emergency notes in the principal amount of \$132,000 to finance the cost of the Project ("Prior Notes"); and

**WHEREAS**, the Prior Notes mature on November 1, 2012; and

**WHEREAS**, Section 55 of Local Budget Law, N.J.S.A. 40A:2-55, requires the Borough to pay, at maturity, one-fifth of the total amount authorized under the Ordinance; and

**WHEREAS**, it is the desire of the Borough to issue its special emergency notes in the principal amount of up to \$105,600, as further described in Exhibit "A", the proceeds of which, together with other available funds in the amount of \$26,400, will be used to repay the Prior Notes at maturity; and

**WHEREAS**, pursuant to the Local Budget Law and the Ordinance, it is the intent of the Borough Council to hereby authorize, approve and direct the issuance and sale of such special emergency notes for the Project as further described in Exhibit "A" attached hereto, to ratify and confirm certain actions heretofore taken by or on behalf of the Borough, and to make certain related determinations and authorizations in connection with such issuance and sale.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), PURSUANT TO LOCAL BUDGET LAW, AS FOLLOWS:**

Section 1. Pursuant to the Local Budget Law, the issuance of special emergency notes of the Borough, to be designated, substantially, "Borough of Merchantville, County of Camden, New Jersey, Special Emergency Notes of 2012, Series A" ("Notes"), in an aggregate principal amount of up to \$105,600, is hereby authorized, approved, ratified and confirmed.

Section 2. The Chief Financial Officer, with the assistance of the law firm of Parker McCay P.A., Bond Counsel, is hereby authorized and directed to award and sell the Notes at a public or private sale at a price of not less than par, and to deliver the same to the purchaser thereof upon receipt of the payment of the purchase price thereof.

Section 3. At the next meeting of the Borough Council after the sale of the Notes, the Chief Financial Officer is hereby authorized and directed to report, in writing, to the Borough Council, the principal amount, rate of interest and the name of the purchaser of the Notes.

Section 4. The Notes shall be dated the date of delivery thereof and mature no later than one year from said date. The Notes will not be subject to redemption prior to maturity. The Notes may be renewed from time to time, but shall be paid and mature in accordance with the provisions of Section 55(b) of the Local Budget Law, N.J.S.A. 40A:4-55(b).

Section 5. The Notes shall be issued in bearer form in denominations of \$10,000 or greater. The Notes shall be executed in the name of the Borough by the manual or facsimile signatures of the Mayor and Chief Financial Officer, and shall be under the corporate seal of the Borough affixed, imprinted, or reproduced thereon, and attested by the manual or facsimile signature of the Borough Clerk or Deputy Borough Clerk.

Section 6. The Notes are ultimately payable from ad valorem taxes that shall be levied upon all taxable real property in the Borough without limitation as to rate or amount.

Section 7. The Borough hereby covenants that it will not make any use of the proceeds of the Notes or do or suffer any other action that would cause: (i) the Notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Notes to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Notes to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 8. The Borough hereby covenants as follows: (i) it shall timely file, or cause to be filed, with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 9. The Borough hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Notes.

Section 10. The Borough hereby designates the Notes as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the Borough hereby represents that it reasonably anticipates that the amount of tax-exempt obligations to be issued by the Borough during the period from January 1, 2012 to December 31, 2012, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Notes.

For purposes of this Section 10, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the Borough: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

Section 11. All actions heretofore taken and documents prepared or executed by or on behalf of the Borough by the Mayor, Chief Financial Officer, Treasurer, Borough Clerk, other Borough officials or by the Borough's professional advisors, in connection with the issuance and sale of the Notes are hereby ratified, confirmed, approved and adopted.

Section 12. The Mayor, Chief Financial Officer and Borough Clerk are hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the Notes not determined or otherwise directed to be executed by the Local Budget Law or by this or any subsequent resolution, and the signatures of the Mayor, Chief Financial Officer or Borough Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 13. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 14. This Resolution shall take effect immediately upon adoption this 15th day of October, 2012.xhibit "A"

Ordinance Number	Notes Authorized	Notes Outstanding	Available Funds	Notes to be Issued
11-08	\$132,000	\$132,000	\$26,400	\$105,600

**R12-118  
RESOLUTION OF THE BOROUGH OF MERCHANTVILL, COUNTY  
OF CAMDEN, STATE OF NEW JERSEY, TO SUPPORT OF THE  
PASSAGE OF A640/S180 BY THE LEGISLATURE**

**WHEREAS**, Bill A640/S180, introduced in the Legislature in 2012-2013 sessions to amend Megan's Law to require the County Prosecutors to determine the risk of re-offense of sex offenders under Megan's Law prior to the release of a sex offender from incarceration; and

**WHEREAS**, currently, many sex offenders are not tiered until they have been released into the community; and

**WHEREAS**, the Borough Council believes it is in the best interests of the citizens of the Borough of Merchantville and all of New Jersey to require the Prosecutor's Office to determine a sex offender's risk of re-offense prior to release.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey hereby supports the passage of New Jersey Legislature Bill A640/S180 which amends Megan's Law in order to require the County Prosecutors to determine a sex offender's risk of re-offense prior to release from incarceration and urges the enactment of such legislation as soon as possible.

**R12-119  
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY  
OF CAMDEN, NEW JERSEY AUTHORIZING THE INSTALLATION OF CONCRETE AT THE  
COMMUNITY CENTER ISLAND**

**WHEREAS**, the Mayor and Council of the Borough of Merchantville desire to replace the curbing around the center island at the Community Center, 212 Somerset Avenue; and

**WHEREAS**, the Borough engineer has obtained quotes from three vendors; and  
**WHEREAS**, the lowest quote received was from Almand Brothers Concrete, Inc. 100 Cuthbert Road, Audubon, New Jersey, 08106, 856.310.1390;

**NOW, THEREFORE, BE IT RESOLVED**, that approval has been granted for the installation of concrete curbing and reset existing granite pieces into concrete base, at a cost not to exceed \$6,850.00.

**R12-120**  
**SHARED SERVICES AGREEMENT BY AND BETWEEN**  
**THE COUNTY OF CAMDEN AND**  
**MUNICIPALITY OF MERCHANTVILLE**

**THIS DOCUMENT** constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq., entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (County), and the Borough of Merchantville, a municipal corporation of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, NJ 08109. The date of execution of this Agreement is the 15TH day of October, 2012.

**WITNESSETH:**

**WHEREAS**, the County of Camden seeks to provide for the efficient and effective removal of snow on County roads throughout the County of Camden; and

**WHEREAS**, the County recognizes that certain Camden County municipalities may be able to remove snow from designated County roadways within their respective municipalities at the earliest possible time, during the course of or immediately following a winter storm; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Camden is desirous of entering into a Shared Services Agreement with the Municipality for the provision of snow removal from designated County roads in exchange for pro-rated allotments of road salt and/or calcium (hereinafter "materials"); and

**WHEREAS**, by resolutions adopted the Camden County Board of Chosen Freeholders, the proper County officials were authorized to execute an appropriate Agreement with the Municipality; now, therefore,

**IN CONSIDERATION** of the mutual promises set forth herein, the parties hereto agree as follows:

**TERM**

This agreement shall be for a period of one (1) year following its execution and shall be able to be terminated upon ten (10) days written notice by either party to the other.

**DEFINITIONS**

The term "winter storm" as used in this agreement shall refer to ice or snow accumulation on roadways in Camden County which:

Is the subject of a "winter storm" declared by the Director of the Camden County Department of Public Works and/or his designee, which results in the mobilization of salting or plowing procedures by the County on County roads.

**MUNICIPALITY'S RESPONSIBILITIES**

The Municipality shall provide for municipal snow plowing, salting and sanding (hereinafter "maintenance"), curb to curb of County roads, during and immediately after each winter storm of the "2012-2013" storm season. Maintenance shall be for the duration of each winter storm and for the 24-hour period immediately after the end of precipitation (hereinafter "treatment period"). Maintenance shall be performed by the Municipality, on an as-needed basis, at the request of and under the direction of the County's Department of Public Works or other agency responsible for storm operations. Additional maintenance shall be undertaken by the Municipality in accordance with the standards set for each winter storm by the County Department of Public Works as measured by the maintenance undertaken on County roads similar to those located within the Municipality, for which the County retains direct storm maintenance responsibility. The County Department of Public Works shall, by facsimile or telephone, advise the Municipality of the need for additional maintenance services required of the Municipality on County roads, which are the subject of this agreement.

It is imperative that the municipality contact the Camden County Department of Public Works immediately upon maintenance obligations. Municipalities must contact the Camden County Department of

Public Works at any time throughout the day or night by calling the County's 24-hour telephone system at (856) 566-2980.

In accordance with the County's reimbursement obligations (as outlined in # 4-County's Responsibilities), all municipalities that are due any reimbursement in the form of materials as defined herein shall be responsible to collect all materials no later than June 30, 2013. Failure to collect reimbursement materials by June 30, 2013 shall result in forfeiture of the materials by the Municipality and there will be no other reimbursement made.

#### **COUNTY'S RESPONSIBILITIES**

For each winter storm, the County shall reimburse the Municipality in the form of salt or calcium (hereinafter "materials") valued at \$250.00 per linear mile of road surface maintained. The final determination on the type of material to be allotted shall be in the discretion of the County. Within 5 days following the 24 hour period after the end of each winter storm, the Municipality shall complete the form provided by the County, and identify all services rendered for reimbursement for each storm. Materials reimbursement shall be based upon the per linear mile maintained during each treatment period applicable with each winter storm regardless of the number of times plowing, salting or sanding was undertaken during the treatment period. Reimbursement Materials shall be available to the Municipality for pick up at one of the County's five (5) storage facilities, as per the designation of the Camden County Department of Public Works. The parties understand and agree that nothing in this agreement shall obligate the County to provide anything beyond that which is provided for in this agreement.

All municipalities may, upon written request to the Director of Public Works, access the County's weather service.

#### **ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW**

In accordance with N.J.S.A. 40A:65-1 et seq., if any party performing a service on behalf of another party or parties to this agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the agreement for the work to be performed by a private contractor under such agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40 A: 11-1 et seq.).

#### **AUDIT**

Pursuant to the Single Audit Act of 1984, the Municipality agrees to permit the County and/or its agents to examine any and all records relevant to this agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports, and documents relative to this agreement.

#### **RIGHT TO INSPECT**

The Municipality shall permit the County or its authorized representative to make visits to the site or sites where the specified services are being provided for the purpose of assuring the Municipality's compliance with the terms of this agreement.

#### **INDEMNIFICATION**

The Municipality shall indemnify, hold harmless and defend the County, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this agreement.

#### **INSURANCE**

The Municipality shall provide and maintain during the term of this agreement adequate insurance coverage for the services to be performed pursuant to this agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance.

#### **NOTICE**

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the County by directing the same to the Director of Public Works, Charles J. DePalma Complex, Egg Harbor Road, Lindenwold, New Jersey 08021 and to the Municipality by directing the same to the Municipal Clerk.

#### **MISCELLANEOUS**

The following provisions shall apply to this agreement:

Construction of this Agreement

The parties acknowledge that this agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

Amendments

This agreement may not be amended, altered, or modified in any manner except in writing signed by the parties hereto.

#### Headings

This section any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this contract.

#### Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement shall be binding upon all parties hereto.

#### Entire Agreement

This agreement shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreements relating to this undertaking set forth herein.

#### Assignability

This agreement and all rights, duties, and obligations contained herein may not be assigned without the County's prior written permission.

#### Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

#### Americans with Disabilities Act

The American with Disabilities Act provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

#### i. Funding

This agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

#### j. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

#### k. Binding Agreement

This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

### **Borough of Merchantville Resolution No. 12-121**

**Resolution:** Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Reconstruction of Linden and Chestnut Avenues project.

**NOW, THEREFORE, BE IT RESOLVED** that Council of Merchantville formally approves the grant application for the above stated project.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2013-Merchantville Borough-00410 to the New Jersey Department of Transportation on behalf of Merchantville.

**BE IT FURTHER RESOLVED** that Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of Merchantville and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council

On this 15th day of October, 2012

#### **R12-122**

### **Resolution OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY Requesting Approval of Items of Revenue**

**WHEREAS**, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of an appropriation for the equal amount;

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Body of the Borough of Merchantville, in the county of Camden, New Jersey, hereby requests the Director of the Division of Local Government



Services to approve the insertion of items of revenue in the budget of the year 2012 in the sum of \$ 24,488.66, which is now available as a revenue from the State Pursuant to the provision of the statute, and **BE IT FURTHER RESOLVED** that the like sum of \$ 24,488.66 is hereby appropriated under the caption Special items of General Revenue; and **BE IT FURTHER RESOLVED** that the above is a result of a State grants of \$ 24,488.66 from:

Drunk Driving Enforcement Fund	4,083.50
Community Development Block Grant – YR 34	20,200.00
Donations for Dare Program – Drug Alliance Program	205.16
<b>TOTAL</b>	<b>24,488.66</b>

#### **R12-123**

### **RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADDING 2012 TAX EXEMPTIONS**

**WHEREAS**, the Merchantville Tax Collector has called to Council's attention Additions to the 2012 Tax Duplicate and has requested Council to approve the same:

**NOW, THEREFORE**, be it resolved by the Mayor and Council of the Borough of Merchantville that the following additions be and are hereby approved:

#### **ADDITIONS**

John R. & Linda P. Lough	12 W Walnut Ave	Allow Veteran
Bl. 57 Lot 13		

#### **R12-124**

### **RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY CANCELLING GRANT BALANCE**

**WHEREAS**, the Borough of Merchantville received police enforcement grants for designated periods of times and the grants were expended. The Borough of Merchantville received the submitted reimbursement for the funds expended and no additional activity will be scheduled; and

**WHEREAS**, it is necessary to formally cancel said balances so that the unexpended balance may be removed from appropriations;

2012 Click it or Ticket	G-01-41-751-305	1,200.00
2012 Drive Sober or Be Pulled Over	G-01-41-756-301	2,100.00

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Merchantville, County of Camden, New Jersey, that the above listed unexpended balance of the 2012 police enforcement grants are hereby canceled.

#### **R12-125**

### **RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY APPROVING CHANGE ORDER #4 FOR SEWER LINING PROJECT**

**WHEREAS**, it was necessary to make changes in the scope of work to be done in completing the slip lining project in the Borough of Merchantville, Camden County, New Jersey;

**WHEREAS**, a change Order was developed to itemize and authorize those changes;

**WHEREAS**, certification has been received by the Certified Finance Officer that sufficient funds have been allocated for this Change Order;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Merchantville that the following Change Order which is considered not to be the final change order is hereby authorized and approval is hereby granted to revise the contract amount from \$1,757,333.50 to \$1,671,804.41 (decrease of \$85,529.09).

**R12-126**

**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND  
STATE OF NEW JERSEY APPOINTING STEVE ROGERS OF THE BOROUGH OF  
MERCHANTVILLE**

**WHEREAS**, the Office of Emergency Management position requires that the coordinator reside in the Borough of Merchantville; and

**WHEREAS**, Christina Zia-Sass no longer resides in the Borough of Merchantville and has submitted a resignation letter based on the change of residency; and

**WHEREAS**, Steve Rogers has agreed to accept the three year appointment as OEM coordinator;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Merchantville that the appointment of Steve Rogers, to the position of Office of Emergency Management Coordinator for a term commencing October 15, 2012, and concluding on October 15, 2015.

**APPROVAL-Street Closing for Fall Car Show-**Council unanimously approved the street closing for the Fall Car Show.

**APPROVAL-Handicap parking for 108 Volan Street-** Council unanimously approved the Handicap parking for 108 Volan Street.

**PAYMENT OF BILLS:** On the motion of Mrs. Fields and second of Mr. Brennan, Council approved the follow resolution:

**R12-127  
RESOLUTION**

**RESOLVED** that the Report of the Department of Accounts and Auditing be accepted and spread upon the minutes and the Treasurer be is hereby authorized to pay bill approved therein.

<b>CURRENT FUND</b>		<b>REVENUE</b>	<b>BUDGET</b>
CHECKS CURRENT FUND	2011 BUDGET		3,449.00
	2012 BUDGET	2,829.60	114,935.23
	GRANTS		1,768.21
	PFRS		
	PERS		
	DEBT SERVICE		
	BOARD OF EDUCATION*		
	CAMDEN COUNTY		
WIRE TRANSFERS PAYROLL	9/21/12-10/5/12		115,277.87
WIRES / MANUAL CHECKS			19,585.84
<b>TOTAL CURRENT</b>		2,829.60	255,016.15

**SEWER UTILITY**

CHECKS SEWER FUND	2012 BUDGET		2,580.66
	DEBT SERVICE		
WIRE TRANSFERS PAYROLL	9/21/12-10/5/12		4,107.04
WIRE NJEIT LOAN			
WIRES /MANUAL CHECKS			8,818.25
<b>TOTAL SEWER</b>		0.00	15,505.95

**GENERAL CAPITAL FUND**

CHECK CAPITAL FUND	11,334.95
MANUAL CHECK	

WIRE TRANSFERS PAYROLL		0.00	
TOTAL CAPITAL		0.00	11,334.95
<b>TRUST FUND</b>			
CHECK TRUST OTHER FUND			1,367.90
WIRE TRANSFERS PAYROLL	9/21/12-10/5/12		1,654.84
WIRES / MANUAL CHECKS			3,900.00
TOTAL TRUST		0.00	6,922.74
<b>SEWER CAPITAL FUND</b>			
CHECK SEWER CAPITAL			18,710.25
MANUAL CHECKS			
WIRE TRANSFERS PAYROLL			
TOTAL SEWER CAPITAL		0.00	18,710.25
<b>RECREATION TRUST</b>			
CHECK RECREATION TRUST	2012 BUDGET	1,050.00	243.90
MANUAL CHECKS			
WIRE TRANSFERS PAYROLL	9/21/12-10/5/12		438.40
TOTAL RECREATION		1,050.00	682.30
<b>ANIMAL TRUST FUND</b>			
ANIMAL TRUST CHECK			
TOTAL ANIMAL TRUST		0.00	0.00
<b>UNEMPLOYMENT</b>			
UNEMPLOYMENT CHECK			
TOTAL UNEMPLOYMENT		0.00	0.00
TOTAL BILL LIST & MANUAL CHECKS/WIRE		3,879.60	308,172.34
GRAND TOTAL			<b>312,051.94</b>

**ANNOUNCEMENTS:****PRIVATE SESSION**

**ADJOURNMENT:** On the motion of Mr. Volkert and second of Mrs. Fields, the meeting was adjourned at 8:18P.M.

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DENISE BROUSE  
BOROUGH CLERK